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8 Attorneys for Plaintiff,  
9 ALBERTO SPARKS

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 ALBERTO SPARKS,  
13 Plaintiff,

14 vs.

15 DISCOVER BANK; TRANS UNION,  
16 LLC; EQUIFAX INFORMATION  
17 SERVICES, LLC; EXPERIAN  
18 INFORMATION SOLUTIONS, INC.;  
19 and DOES 1 to 10, inclusive,  
20 Defendants.

Case No.: **CV14-01157-GW(FFMx)**

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

**(Unlawful Debt Collection Practices)**

**Unlimited Civil Jurisdiction**

21 Plaintiff Alberto Sparks ("Plaintiff"), by and through his attorney,  
22 alleges the following against Defendants:

23 **INTRODUCTION**

- 24 1. Plaintiff brings this action for damages based upon Defendants' violations  
25 of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq.*  
26  
27  
28

**VENUE AND JURISDICTION**

2. Jurisdiction of this Court arises pursuant to 15 U.S.C. § 1681(p), which states that such actions may be brought and heard before “any appropriate United States district court, without regard to the amount in controversy.” The Court has jurisdiction over the state law claims pursuant to 15 U.S.C. § 1367.

3. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) as the events described in this complaint took place within this district.

**PARTIES**

4. Plaintiff, Alberto Sparks, is a natural person who resides in the city of Lakewood, county of Los Angeles, California. Plaintiff is a "consumer" as defined by the FCRA, 15 U.S.C. § 1681(a).

5. Defendant Discover Bank is a corporation with its principal offices located at 12 Reads Way, New Castle, Delaware 19720.

6. Discover is a direct banking and financial institution. Defendant Discover is an entity which engages in the practice of furnishing consumer information to consumer reporting agencies, and is therefore a “furnisher of information” as contemplated by 15 U.S.C. § 1681s-2(a) & (b), and other sections of the FCRA. Defendant Discover is a

1 “person” as defined by 15 U.S.C. § 1681a(b), and a “reseller” as defined  
2 by 15 U.S.C. § 1681a(u).

3  
4 7. Defendant, Trans Union, LLC (hereinafter “Trans Union”), is a national  
5 corporation with its principal place of business located at 555 West  
6 Adams St., Chicago, Illinois. At all relevant times herein, Defendant,  
7 Trans Union, was an entity which, for monetary fees, dues, or on a  
8 cooperative nonprofit basis, regularly engaged in whole or in part in the  
9 practice of assembling or evaluating consumer credit information or  
10 other consumer information for the purpose of furnishing consumer  
11 reports to third parties, and used some means or facility of interstate  
12 commerce for the purpose of preparing or furnishing consumer reports,  
13 and is therefore a “consumer reporting agency” as defined by 15 U.S.C.  
14 § 1681a(f).

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19 8. Defendant, Experian Information Solutions, Inc. (hereinafter  
20 “Experian”), is a national corporation with its principal place of  
21 business located at 475 Anton Blvd., Costa Mesa, California, 92626. At  
22 all relevant times herein, Defendant, Experian, was an entity which, for  
23 monetary fees, dues, or on a cooperative nonprofit basis, regularly  
24 engaged in whole or in part in the practice of assembling or evaluating  
25 consumer credit information or other consumer information for the  
26  
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1 purpose of furnishing consumer reports to third parties, and used some  
2 mean or facility of interstate commerce for the purpose of preparing or  
3 furnishing consumer reports, and is therefore a “consumer reporting  
4 agency” as defined by 15 U.S.C. § 1681a(f).

5  
6 9. Defendant, Equifax, LLC (hereinafter “Equifax”), is a national  
7 corporation with its principal place of business located at 1550  
8 Peachtree St. NW, Atlanta, Georgia, 30309. At all relevant times  
9 herein, Defendant, Equifax, was an entity which, for monetary fees,  
10 dues, or on a cooperative nonprofit basis, regularly engaged in whole or  
11 in part in the practice of assembling or evaluating consumer credit  
12 information or other consumer information for the purpose of furnishing  
13 consumer reports to third parties, and used some mean or facility of  
14 interstate commerce for the purpose of preparing or furnishing  
15 consumer reports, and is therefore a “consumer reporting agency” as  
16 defined by 15 U.S.C. § 1681a(f).

17  
18 10. Defendants acted through their agents, employees, officers, members,  
19 directors, heirs, successors, assigns, principals, trustees, sureties,  
20 subrogees, representatives and insurers.

21  
22 11. Plaintiff is informed and believes and on that basis alleges that  
23  
24 Defendants are responsible for the acts, occurrences and transactions as  
25  
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28

1 officers, directors or managing agents of Defendant, or as its agents,  
2 servants, employees, and that each of them are legally liable to  
3 Plaintiff, as set forth below.  
4

- 5 12. The true names and capacities, whether individual, corporate, or in any  
6 other form, of Defendants DOES 1 through 10, inclusive, and each of  
7 them, are unknown to Plaintiff, who therefore sues them by such  
8 fictitious names. Plaintiff will seek leave to amend this Complaint to  
9 show the true names and capacities of DOES 1 through 10 should they  
10 be discovered.  
11  
12

13 **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**  
14

- 15 13. Plaintiff who is not a minor alleges that the following events and  
16 actions taken by Defendants occurred within the past two years.  
17  
18 14. On or about April 2008, Plaintiff obtained a personal loan from  
19 Discover, with the associated account number ending in 65918.  
20  
21 15. Plaintiff subsequently defaulted on his obligation to Defendant, and  
22 Defendant brought suit for money damages in the Superior Court of  
23 California, County of Los Angeles, Case No. 09C03372.  
24  
25 16. Plaintiff subsequently retained the services of a company to assist  
26 Plaintiff with negotiating a settlement with Defendant Discover.  
27  
28

1 17. Plaintiff and Defendant Discover thereafter entered into a settlement  
2 agreement on or about June 21, 2012, whereby Plaintiff agreed to pay  
3 Defendant a sum of \$11,913.31. A first payment of \$9,453.31 was  
4 due on or before June 21, 2012, with three consecutive payments of  
5 \$820.00 due on the twenty-first of each month, commencing July 21,  
6 2012 through September 21, 2012.  
7

8  
9 18. Plaintiff tendered the agreed-upon payments in a timely manner per  
10 the terms of the agreement, and the judgment was considered as  
11 satisfied in full and Plaintiff was released of any further liability on the  
12 account.  
13  
14

15 19. On or about May 2013, Plaintiff obtained a copy of his credit report,  
16 and discovered that Defendant was continuing to report a balance due,  
17 despite the settlement and satisfaction of Defendant's claim.  
18

19 20. On or about May 2013, Plaintiff hired counsel and formally disputed  
20 the negative, inaccurate information with all three Credit Reporting  
21 Agencies ("CRAs").  
22

23 21. Plaintiff sent the three national credit reporting agencies (Equifax,  
24 Experian & Trans Union) dispute letters, requesting that Discover  
25 report the trade line accurately with no balance owed. Upon receipt of  
26 the letters, the three credit reporting agencies each sent an automatic  
27  
28

1 customer dispute verification form informing defendant Discover that  
2 Plaintiff was disputing its reporting of the status of the account.

3  
4 22. On or about June 2013, Plaintiff received the results of investigation  
5 from Equifax, Experian, and Trans Union, with no changes being  
6 made.

7  
8 23. Upon information and belief, Plaintiff again disputed the inaccuracy  
9 with the three CRAs on or about July 2013. Discover continued to  
10 report a balance owed in the amount of \$17,911.00, and reported the  
11 status as a charged off account, with no reference to the settlement.

12  
13 24. Despite Plaintiff's exhaustive efforts to date to remove the erroneous  
14 information, Discover has nonetheless repeatedly, deliberately,  
15 willfully, intentionally, recklessly, and negligently failed to perform  
16 reasonable investigations of the above disputes as required by the  
17 FCRA, has failed to remove the inaccurate information, has failed to  
18 include accurate information, has failed to report on the results of the  
19 reinvestigations and has continued to report the derogatory  
20 information about Plaintiff.

21  
22 25. As a result of Defendants' conduct, Plaintiff has suffered actual  
23 damages and serious financial and pecuniary harm arising from  
24 monetary losses related to credit denials, loss of use of funds, loss of  
25  
26  
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28



1 credit and loan opportunities, excessive and/or elevated interest rate  
2 and finance charges, out-of-pocket expenses including, but not limited  
3 to, local or long distance telephone charges, postage, faxing and other  
4 related costs, all of which will continue into the future to Plaintiff's  
5 great detriment and loss.  
6  
7

8 26. As a result of Defendants' conduct, Plaintiff has suffered great  
9 physical, emotional and mental pain and anguish, and Plaintiff will  
10 continue to suffer the same for an indefinite time in the future, all to  
11 Plaintiff's great detriment and loss.  
12

13 27. As a result of Defendants' conduct, Plaintiff has suffered actual  
14 damages in the form of financial and dignitary harm arising from the  
15 injury to credit rating and reputation, and Plaintiff will continue to  
16 suffer the same for an indefinite time in the future, all to Plaintiff's  
17 great detriment and loss.  
18  
19

20 28. As a result of Defendants' conduct, Plaintiff has suffered a decreased  
21 credit score as a result of the negative entry appearing on Plaintiff's  
22 credit file, preventing him from being able to obtain credit.  
23  
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**COUNT I – FIRST CLAIM FOR RELIEF**

**DEFENDANT DISCOVER VIOLATED**

**FAIR CREDIT REPORTING ACT, (FCRA), 15 U.S.C. § 1681 *et seq.***

29. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

30. The FCRA requires a furnisher such as Discover, after receiving notice from a credit reporting agency that a consumer disputes information that is being reported by that furnisher, to conduct an investigation with respect to the disputed information, to review all relevant information, to report the results of the investigation to the credit reporting agency, and, if the investigation reveals that the information is incomplete or inaccurate, to report those results to all other credit reporting agencies to which the furnisher has provided the inaccurate information.

31. Within the last two years, defendant Discover provided inaccurate information to the credit reporting agencies.

32. Within the past two years, Plaintiff notified Experian, Equifax, and Trans Union that their reports concerning Discover were inaccurate. Thereafter, the credit reporting agencies notified Discover that

1 Plaintiff was disputing the information it had furnished to the credit  
2 reporting agencies.

3  
4 33. Discover violated sections 1681n and 1681o of the FCRA by  
5 engaging in the following conduct that violates 15 U.S.C. 1681 §s-  
6 2(b);

7  
8 a. willfully and negligently failing to conduct an investigation of the  
9 inaccurate information that Plaintiff disputed;

10  
11 b. willfully and negligently failing to review all relevant information  
12 concerning Plaintiff's account provided to Discover;

13  
14 c. willfully and negligently failing to report the results of  
15 investigations to the relevant consumer reporting agencies;

16  
17 d. willfully and negligently failing to report the inaccurate status of  
18 the inaccurate information to all credit reporting agencies;

19  
20 e. willfully and negligently failing to properly participate,  
21 investigate and comply with the reinvestigations that were  
22 conducted by any and all the credit reporting agencies concerning  
23 the inaccurate information disputed by Plaintiff;

24  
25 f. willfully and negligently continuing to furnish and disseminate  
26 inaccurate and derogatory credit, account and other information  
27 concerning the Plaintiff to the credit reporting agencies;  
28

1 g. willfully and negligently continuing to furnish and disseminate  
2 inaccurate and derogatory credit, account and other information  
3 concerning Plaintiff's account to the credit reporting agencies;  
4 and  
5

6 h. willfully and negligently failing to comply with the requirements  
7 imposed on furnishers of information pursuant to 15 U.S.C.  
8 §1681s-2(b).  
9

10  
11 34. In attempting to collect the aforementioned alleged debt, the  
12 Defendant, by and through its agents and employees, violated the  
13 provisions of the Fair Credit Reporting Act by furnishing information  
14 about Plaintiff to one or more consumer reporting agency although  
15 Defendant knew, or consciously avoided knowing, that the  
16 information was inaccurate; to wit, Defendant improperly reported the  
17 account as past due with a balance owing despite the settlement.  
18  
19

20  
21 35. Discover's conduct was a direct and proximate cause, as well as a  
22 substantial factor, in causing the serious injuries, damages and harm to  
23 Plaintiff that are outlined more fully above, and as a result, Defendant  
24 is liable to compensate Plaintiff for the full amount of statutory, actual  
25 and punitive damages, along with attorneys' fees and costs, as well as  
26 other such relief, permitted by 15 U.S.C. § 1681n.  
27  
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**COUNT II – SECOND CLAIM FOR RELIEF**

**DEFENDANT DISCOVER VIOLATED**

**CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT**

**(CCCRA), California Civil Code §§1785.25(a)**

36. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

37. California Civil Code § 1785.25 (a) states that a "person shall not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should know the information is incomplete or inaccurate."

38. California Civil Code § 1785.25 (b) states that a furnisher that determines a report to a credit reporting agency is not accurate or complete shall promptly notify the consumer reporting agency of that determination and provide corrections to the consumer reporting agency that is necessary to make the information complete and accurate.

39. California Civil Code § 1785.25 (c) provides that if the completeness or accuracy of any information on a specific transaction or experience provided to a consumer reporting agency is disputed by the consumer, the furnisher may not continue reporting the information unless it

1 provides a notice to the consumer reporting agency that the  
2 information is disputed by the consumer.

3  
4 40. Defendant Discover negligently and willfully furnished information  
5 to the credit reporting agencies it knew or should have known was  
6 inaccurate.

7  
8 41. Based on these violations of Civil Code § 1785.25 (a), Plaintiff is  
9 entitled to the remedies afforded by Civil Code § 1785.31, including  
10 actual damages, attorney's fees, pain and suffering, injunctive relief,  
11 and punitive damages in an amount not less than \$100 nor more than  
12 \$5,000, for each violation as the Court deems proper.  
13  
14

15 **COUNT III – THIRD CLAIM FOR RELIEF**

16 **DEFENDANTS EQUIFAX, EXPERIAN, TRANS UNION VIOLATED**  
17  
18 **FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. § 1681, *et seq.***

19 42. Plaintiff incorporates the foregoing paragraphs as though the same  
20 were set forth at length herein.

21  
22 43. The Fair Credit Reporting Act provides that if the completeness or  
23 accuracy of any item of information contained in a consumer's file at a  
24 consumer reporting agency is disputed by the consumer and the  
25 consumer notifies the agency directly of such dispute, the agency shall  
26 conduct a reasonable reinvestigation to determine whether the  
27  
28

1       disputed information is inaccurate, or delete the item from the file  
2       within thirty (30) days of receiving the consumer's dispute notice. 15  
3       U.S.C. § 1681i(a)(1)(A).  
4

5       44. The Act further requires the credit reporting agency, within 5  
6       business days of receiving notice of the consumer's dispute, to provide  
7       notification of the dispute to the person who furnished the information  
8       in dispute and requires the credit reporting agency to "include all  
9       relevant information regarding the dispute that the agency received  
10       from the consumer." 15 U.S.C. § 1681i(a)(2)(A). In conducting its  
11       reinvestigation of disputed information in a consumer report, the credit  
12       reporting agency is required to "review and consider all relevant  
13       information submitted by the consumer."  
14  
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18       45. Within the two years preceding the filing of this complaint, Plaintiff  
19       notified the defendant credit reporting agencies of an inaccuracy  
20       contained in the reports and asked them to correct the inaccuracy.  
21

22       46. The defendant credit reporting agencies failed to conduct a  
23       reasonable reinvestigation of the inaccuracy that Plaintiff disputed.  
24

25       47. The defendant credit reporting agencies failed to review and consider  
26       all relevant information submitted by Plaintiff.  
27  
28

1 48. The defendant credit reporting agencies failed to employ and follow  
2 reasonable procedures to assure maximum possible accuracy of  
3 Plaintiff's credit reports, information, and file, in violation of 15  
4 U.S.C. § 1681e(b).

6 49. As a result of the above-described violations of § 1681i and §  
7 1681e(b), Plaintiff has sustained damages.

9 50. The defendant credit reporting agencies' violations of the FCRA were  
10 willful and therefore Plaintiff is entitled to seek statutory and punitive  
11 damages.  
12

13 **WHEREFORE**, Plaintiff respectfully prays that judgment be entered  
14 against Defendants for the following:  
15

- 16 a) Actual damages;  
17  
18 b) Statutory damages;  
19  
20 c) Punitive damages;  
21  
22 d) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n  
23 and 1681o.  
24  
25 e) Any other relief that this court deems to be just and proper.

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1 RESPECTFULLY SUBMITTED,

2 DATED: February 13, 2014

PRICE LAW GROUP APC

3  
4 By: 

5 G. Thomas Martin, III  
6 Attorney for Plaintiff

7  
8 **DEMAND FOR JURY TRIAL**

9 PLEASE TAKE NOTICE that Plaintiff, ALBERTO SPARKS, demands  
10 trial by jury in this action.  
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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

ALBERTO SPARKS

Plaintiff(s)

v.

DISCOVER BANK; TRANS UNION, LLC; EQUIFAX  
INFORMATION SERVICES, LLC; EXPERIAN  
INFORMATION SOLUTIONS, INC. and DOES 1-10,  
inclusive

Defendant(s)

Civil Action No.

CV14-01157-GW(FFMx)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

G. Thomas Martin, III (SBN 218456)  
PRICE LAW GROUP, APC  
15760 Ventura Blvd., Suite 1100  
Encino, CA 91436  
Telephone: (818) 907-2030

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date:

2/14/2014

CLERK OF COURT

Signature of Clerk or Deputy Clerk



1202

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**I. (a) PLAINTIFFS** ( Check box if you are representing yourself ☐ )

ALBERTO SPARKS

**DEFENDANTS** ( Check box if you are representing yourself ☐ )DISCOVER BANK; TRANS UNION, LLC; EQUIFAX INFORMATION SERVICES, LLC;  
EXPERIAN INFORMATION SOLUTIONS, INC.; and DOES 1-10, inclusive,(b) County of Residence of First Listed Plaintiff Los Angeles

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant New Castle, DE

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

PRICE LAW GROUP, APC  
15760 Ventura Blvd., Suite 1100  
Encino, CA 91436  
Telephone: (818) 907-2030

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff ☒ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant ☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**-For Diversity Cases Only  
(Place an X in one box for plaintiff and one for defendant)

- |   |                                |                                |   |                                |                                |
|---|--------------------------------|--------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State                   | PTF <input type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2     | <input type="checkbox"/> 2     | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5     | <input type="checkbox"/> 5     |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3     | <input type="checkbox"/> 3     | Foreign Nation  | <input type="checkbox"/> 6     | <input type="checkbox"/> 6     |

**IV. ORIGIN** (Place an X in one box only.)

- ☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multi-District Litigation

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION** under F.R.Cv.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, et seq.

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<b>Habeas Corpus:</b>	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<b>TORTS</b>	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 530 General	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<b>Other:</b>	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input checked="" type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 155 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<b>BANKRUPTCY</b>	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<b>REAL PROPERTY</b>	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<b>LABOR</b>	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

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CIVIL COVER SHEET

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**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<b>Question A: Was this case removed from state court?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

<b>Question B: Is the United States, or one of its agencies or employees, a party to this action?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A: Los Angeles County	B: Ventura, Santa Barbara, or San Luis Obispo Counties	C: Orange County	D: Riverside or San Bernardino Counties	E: Outside the Central District of California	F: Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>C.1. Is either of the following true? If so, check the one that applies:</b>  <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D  Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below.  If none applies, answer question C2 to the right. →	<b>C.2. Is either of the following true? If so, check the one that applies:</b>  <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C  Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below.  If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

<b>Question D: Initial Division?</b>	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETIX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): \_\_\_\_\_

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): \_\_\_\_\_

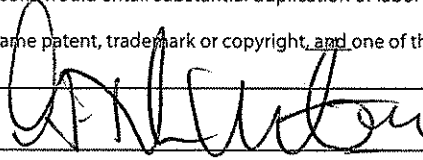
Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):



DATE:

2/13/14

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))